

A.G. Contract No. KR00 2316TRN
ADOT ECS File: JPA 00-197
Project: H5619 01C
Section: SR-260 @ Linden Elementary

INTERGOVERNMENTAL AGREEMENT
AMONG
THE STATE OF ARIZONA
AND
THE SHOW LOW UNIFIED SCHOOL DISTRICT #10

THIS AGREEMENT is entered into 12 March, 2001 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the SHOW LOW UNIFIED SCHOOL DISTRICT #10, acting by and through it's Governing Board (the "School").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The School is empowered by Arizona Revised Statutes Section 15-342 to enter into this agreement and has by resolution of the School Board, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the School.

3. Incident to a roadway improvement project contemplated by the State on SR-260, the School has requested the State to design and construct school bus ingress and egress to SR-260, and a staging area for the Linden Elementary School buses, at a currently estimated cost of \$135,360.00, all at School expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO 24489
Filed with the Secretary of State
Date Filed: 03/12/01
[Signature]
Secretary of State
B. Vicki D. Haeneveld

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards and subject to School's approval, design plans, specifications and such other documents and services required for construction bidding and construction of the Project, incorporate and resolve School review comments as appropriate.

b. Upon filing of this agreement with the Arizona Secretary of State, invoice the School for the reasonable direct actual cost of design of the Project, with no profit or fee, in an amount currently estimated at \$12,300 00

c. In strict compliance with all State procurement laws, rules, and regulations, call for bids, and with the concurrence of the School, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the approval of the School prior to any Project-related contract modifications or force account work. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State on the Project.

d. Prior to the award of a Project construction contract, invoice the School for the reasonable direct actual cost of construction of the Project, in an amount currently estimated at \$123,060 00, which includes construction engineering, as shown on Exhibit A which is attached hereto and made a part hereof.

e. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance to the Project inside the State right-of-way.

2. The School will:

a. Review and approve the Project design documents and provide comments

b. Retain the right to cancel the Project after bid opening in the event of excessive cost as determined by the School.

c. Within 30 days after receipt of invoices, pay the State for the cost of design in an amount currently estimated at \$12,300 00, and for the cost of construction in an amount currently estimated at \$123,060 00. Be responsible for all costs associated with the Project, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the School on the Project.

d. Upon completion and acceptance of the Project by the State, provide maintenance to the Project that is inside the School's property.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a Project construction contract, upon written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E, Room 222
Phoenix, AZ 85007

Show Low Unified School District #10
Superintendent
500 W. Old Linden Road
Show Low, AZ 85901

7. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**SHOW LOW UNIFIED SCHOOL
DISTRICT #10**

By Norris C. McKay
NORRIS C. McKAY
Superintendent

**STATE OF ARIZONA
Department of Transportation**

By William J. Higgins
WILLIAM J. HIGGINS
Deputy State Engineer

JPA 00-1972

APPROVAL OF
THE SHOW LOW UNIFIED SCHOOL DISTRICT ATTORNEY

Pursuant to A.R.S. § 11-952, I have reviewed the above-referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, EQUIPMENT DIVISION, and the SHOW LOW UNIFIED SCHOOL DISTRICT, and declare this agreement to be in proper form and within the powers and authority granted to the District under the laws of the State of Arizona.

DATED this 9th day of February, 2001

Malinda K. Hardy
Mangum, Wall, Stoops & Warden, P.L.L.C.
District's Attorneys



STATE OF ARIZONA

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ATTORNEY GENERAL

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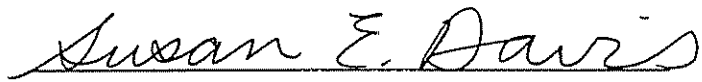
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-2316TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED March 6, 2001.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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